

**JUDGE SWAIN**

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UNITED STATES DISTRICT COURT  
 SOUTHERN DISTRICT OF NEW YORK

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AMERICAN HOME ASSURANCE  
 COMPANY a/s/o FURNITURE BRANDS  
 INTERNATIONAL, INC.,

Plaintiff,

- against -

*M.V. YM HAMBURG*, her engines, boilers,  
 appurtenances, etc.; HANJIN SHIPPING CO.,  
 LTD.; and YANG MING MARINE  
 TRANSPORT CORP.,

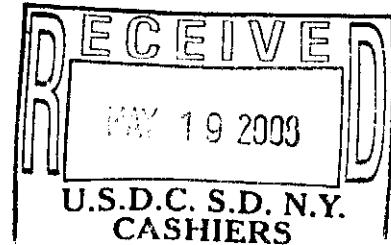
Defendants.

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Plaintiff, by its attorneys, McDERMOTT & RADZIK, LLP, alleges upon  
 information and belief, as follows:

**FIRST:** All and singular the following premises are true and constitute an  
 admiralty or maritime claim within the meaning of Rule 9 (h) of the Federal Rules of  
 Civil Procedure and within the admiralty and maritime jurisdiction of the United States  
 and of this Honorable Court.

08 CV 4599



08 Civ.

**COMPLAINT**

**SECOND:** At and during all the times hereinafter mentioned, Plaintiff had and now has the legal status and principal office and place of business stated in Schedule "A", hereto annexed, and by this reference made a part hereof.

**THIRD:** At and during all the times hereinafter mentioned, Defendants had and now have the legal status and office and place of business stated in Schedule "A", and were and now are engaged in business as common carriers and/or as bailees of merchandise by water for hire, and owned, operated, managed, chartered and/or otherwise controlled the vessel above named as common carriers and/or as bailees of merchandise by water for hire.

**FOURTH:** This Court has personal jurisdiction over the Defendants, and venue is proper by reason of Defendants' regular and systematic contacts with the State of New York.

**FIFTH:** At and during all the times hereinafter mentioned, the said vessel was and now is a general ship employed in the common carriage and bailment of merchandise by water for hire, and now is or will be during the pendency of this action, within this District and within the jurisdiction of this Honorable Court.

**SIXTH:** On or about the date and at the port of shipments stated in Schedule "A", there was shipped by the shipper therein named and delivered to Defendants and the said vessel, as common carriers and bailees, the shipments described in Schedule "A" then being in good order and condition, and Defendants and the said vessel then and there accepted said shipment so shipped and delivered to them, and in consideration of certain agreed freight charges thereupon paid or agreed to be paid, agreed to transport and carry

the said shipments to the port of destination stated in Schedule "A", and there deliver the same in like good order and condition as when shipped, delivered to and received by them, to the consignee named in Schedule "A".

**SEVENTH:** Thereafter, the said vessel arrived at the port of destination, where it and Defendants made delivery of the shipment, but not in like good order and condition as when shipped, delivered to and received by them, but on the contrary, seriously injured and impaired in value by reason of the matter and things stated in Schedule "A", all in violation of Defendants' and the said vessel's obligations and duties as common carriers and bailees of merchandise by water for hire.

**EIGHTH:** Plaintiff was the shipper, consignee, owner or insurer of the shipment described in Schedule "A" and brings this action on its own behalf and as agent or trustee on behalf of and for the interest of all parties who may be or become interested in the said shipment, as its respective interests may ultimately appear, and Plaintiff is entitled to maintain this action.

**NINTH:** By reason of the premises, Plaintiff has sustained damages, as nearly as the same can now be estimated, no part of which has been paid although duly demanded, in the sum of \$77,441.73.

**WHEREFORE**, Plaintiff prays:

1. That process in due form of law may issue against Defendants citing them to appear and answer all and singular the matters aforesaid;
2. That if Defendants cannot be found within this District, then all of their property within this District as shall be described in Schedule "A", be attached in

the sum of \$77,441.73, with interest thereon and costs, the sum sued for in this Complaint;

3. That Judgment may be entered in favor of Plaintiff against Defendants for the amount of Plaintiff's damages, together with interest and costs and the disbursements of this action;

4. That process in due form of law according to the practice of this Court in causes of admiralty and maritime claims, may issue against said vessel, her engines, etc., and that all persons having or claiming any interest therein be cited to appear and answer under oath, all and singular the matter aforesaid, and that this Court will be pleased to pronounce judgment in favor of Plaintiff for its damages as aforesaid, with interest, costs and disbursements, and that the said vessel may be condemned and sold to pay therefor; and

5. That this Court will grant to Plaintiff such other and further relief as may be just and proper.

Dated: New York, New York  
May 16, 2008

McDERMOTT & RADZIK, LLP  
*Attorney for Plaintiff*

BY:   
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(File: 7-07-7057 ECR)

**SCHEDULE A****Plaintiff's Legal Status and Office and Place of Business:**

Plaintiff, American Home Assurance Company a/s/o Furniture Brands International, Inc., was and now is a corporation organized and existing under and by virtue of the laws of one of the States of the United States with an office and place of business at 175 Water Street, New York, NY 10038.

**Defendant's Legal Status and Office and Place of Business:**

Defendant, Hanjin Shipping Co., Ltd., was and now is a corporation or other business entity organized and existing under and by virtue of the laws of a foreign country, with an office and place of business in care of Hanjin Shipping, 80 East Route 4, Suite 390, Paramus, NJ 07652-2655.

Defendant, Yang Ming Marine Transport Corp., was and now is a corporation or other business entity organized and existing under and by virtue of the laws of a foreign country, with an office and place of business in care of Yang Ming (America) Corp., Newport Office Tower, 25<sup>th</sup> Floor, 525 Washington Blvd., Jersey City, NJ 07310-1607.

Vessel	:	<b><i>YM HAMBURG, V. 0016E</i></b>
Bill of Lading No.	:	HJSCCEBA 00607603; 610705
Container No.	:	PGRU9104708
Date of Shipment	:	February 15, 2007
Port of Loading	:	Cebu, Philippines
Port of Discharge	:	Wilmington, NC
Shipper	:	Maitland-Smith Cebu, Inc.
Consignee	:	Maitland-Smith, Inc.
Description	:	Wood Furniture
Nature	:	Total Loss and Damage
Amount	:	\$77,441.73
M&R File	:	7-07-7057 ECR